



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

AMENDMENT NO. 002

RFP NO. B1Z05064

TITLE: Photovoltaic Systems: Mo. Schools Go Solar

ISSUE DATE: 10/25/04

REQ NO.: NR 780 21504000003

BUYER: Liz Palazzolo

PHONE NO.: (573) 751-4885

E-MAIL: liz.palazzolo@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 11/12/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

**DPMM
P O BOX 809
JEFFERSON CITY MO 65102-0809**

or

**DPMM
301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Department of Natural Resources
Various School Sites - see Attachment One**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:			
CONTRACT NO.		VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR	

AMENDMENT #002 TO RFP B1Z05064

TITLE: PHOTOVOLTAIC SYSTEMS: MO. SCHOOLS GO SOLAR

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

Prospective offerors are hereby notified of the following changes and clarifications:

1. ATTACHMENT ONE has been **REVISED**.
2. ATTACHMENT TWO (the Preproposal Conference attendance record) has been **ADDED**.

Please refer to <https://www.moolb.mo.gov> to download these attachments. Questions about how to navigate the site should be referred to the Buyer.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

AMENDMENT NO. 001

RFP NO. B1Z05064

TITLE: Photovoltaic Systems: Mo. Schools Go Solar

ISSUE DATE: 10/22/04

REQ NO.: NR 780 21504000003

BUYER: Liz Palazzolo

PHONE NO.: (573) 751-4885

E-MAIL: liz.palazzolo@oa.mo.gov

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JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through One Year

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**Department of Natural Resources
Various School Sites - see Attachment One**

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BUYER	DATE	DIRECTOR	

AMENDMENT #001 TO RFP B1Z05064**TITLE: PHOTOVOLTAIC SYSTEMS: MO. SCHOOLS GO SOLAR****CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

Prospective offerors are hereby notified of the following changes and clarifications:

1. Closing Date:
As Stated: Return bid no later than: 10/29/04 at 2:00 p.m.
Change To: Return bid no later than: 11/12/04 at 2:00 p.m.
2. The following paragraphs have been **REVISED**: 2.2.1, 3.4.1, 3.91(a), 4.4.1
3. The following paragraphs have been **ADDED**: 3.4.2, 3.4.3, and 4.7-4.7.1
4. The following paragraph has been **DELETED**: "MBW/WBE Certification" Statement on Pricing Page.

Another amendment will be issued in the near future addressing other substantive issues addressed at the preproposal conference.

Questions and Answers from the Pre-Proposal Conference:

The following is a synopsis of most questions asked at the pre-proposal conference:

- 1) ***Q: How does an Offeror know when their proposal has been received?***
A: The Office of Administration Division of Purchasing and Materials Management logs proposals as they are received. Offerors may call the Office of Administration Purchasing office at (573) 751-2387 and ask if a specific proposal has been received.
- 2) ***Q: "We're not sure when the schools will let us in to do work and if we have to make proposal on the project using overtime labor then the price increases. Should we make proposal on the project using straight time or overtime?"***
A: You should assume straight-time work. The Energy Center will help coordinate with the schools to identify straight-time hours to accomplish the installations. Within reason, the schedule can be flexible to allow the Offeror to avoid overtime work. Most schools have special days when students are not in school and many of the projects do not require work inside the classrooms but only in areas where it would not disrupt classrooms.
- 3) ***Q: Are all eight school projects going to be "let" at the same time?***
A: Yes, the Energy Center would like to see all projects happen as soon as possible after awarding a contract.
- 4) ***Q: Attachment #1, School Profiles, mentions that payment for the work at The Principia would not be made by the State of Missouri due to the school's religious affiliation and that Ameren would pay for that work. Who will coordinate that payment?***
A: Ameren and the Energy Center are partners on Missouri Schools Going Solar and the two entities are in regular communication. Ameren has agreed that they

will issue payment for work done on religiously affiliated schools since the State cannot make such payment. The Energy Center will coordinate with Ameren to make sure that payment is made for The Principia using basically the same terms shown in the RFP. Of course, the Acceptance Test must be complete as stated in the RFP prior to payment being made.

- 5) ***Q: Will there be dates for on-site tours of the schools so that all potential Offerors can tour the schools at the same time?***

A: No. We have provided contact information in Attachment #1, School Profiles, so that potential Offerors may contact the schools and make appointments as needed.

- 6) ***Q: Who is responsible for making the data acquisition system (DAS) data accessible on the internet and who will host the Web site that contains the data?***

A: It is the responsibility of the Offeror to provide turn-key installation of the solar arrays and the DAS. Neither the Energy Center nor the schools will provide Web-hosting for this project. Offerors should assume that the data will have to be hosted by a third party and not on the school's Web site. The Energy Center will simply provide links to the third party host from the MSGS Web site. The schools will provide the ethernet or phone connection to a host server.

There are 3 primary goals that we want to address through the DAS:

- Minimize the financial and staff-time burden to the schools;
- Provide user-friendly interface between the array and the classroom;
- Provide public access to the system data via the Internet.

It is important that the Energy Center is able to anticipate the long-term costs of the DAS and therefore Offerors should provide details about length of contracts, warranty and technical support provided by the DAS company, and pricing for extensions of the contracts.

- 7) ***Q: Ameren requires an external, lockable, disconnect on the photovoltaic system. Where does the external, lockable, disconnect have to be located?***

A: The Energy Center has contacted Ameren on this issue. Ameren has agreed that the manual, lockable disconnect may be located in a prominent location near the array and does not have to be located at the main supply to the building. However, there should be signage at the building's main supply disconnect that identifies that there is an interconnected photovoltaic system connected to the schools electrical system and that also identifies the location of the interconnected photovoltaic system.

- 8) ***Q: Attachment #1, School Profiles, describes a request for alternate offers on the UniSolar Thin-Film modules for the Compton-Drew Middle School. That option will be far more expensive than the ballasted roof mount option. Are you sure you want Offerors to spend the time to make proposal on such an expensive option?***

A: All attendees of the pre-bid conference agreed that the Uni-Solar option would be much more expensive than a ballasted roof mounted crystal array. For that reason, the Energy Center has dropped the request for an alternate on use of Uni-Solar panels at Compton-Drew Middle School. (See Revised Attachment One – to be released with the second amendment to the RFP).

- 9) ***Q. Does the Energy Center want Offerors to make proposal on maintenance contracts to cover non-warranty work? Who is responsible for paying for necessary maintenance after the warranty expires?***

The Energy Center does not want proposals on maintenance contracts. Once each of the installations has been completed and has passed Acceptance Testing, it is the intention of the Department of Natural Resources to pass ownership of each photovoltaic system to the respective school district. Therefore, securing non-warranty maintenance will be the responsibility of the school district. However, the Energy Center has an interest in keeping these systems functioning and will maintain contact with each school and help as necessary.



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OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
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RFP NO. B1Z05064

TITLE: Photovoltaic Systems: Mo. Schools Go Solar

ISSUE DATE: 09/30/04

REQ#: NR 780 21504000003

BUYER: Liz Palazzolo

PHONE NO.: (573) 751-4885

E-MAIL: liz.palazzolo@oa.mo.gov

REVISED BY AMENDMENT #001

RETURN PROPOSAL NO LATER THAN: 11/12/04 AT 2:00 PM

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JEFFERSON CITY MO 65102-0809 **JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Department of Natural Resources
Various School Sites – see Attachment One**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document referred to as a Request for Proposal (RFP) constitutes a request for sealed proposals from prospective offerors for the purchase of photovoltaic systems in accordance with the requirements and provisions stated herein.
- 1.1.2 Previously RFP B1Z04320 was established to procure PV-systems for The Missouri Schools Go Solar Program managed by the Missouri Department of Natural Resources. Two proposals were received but no contracts were awarded. For more details, please contact Liz Palazzolo at (573) 751-4885.

1.2 Pre-Proposal Conference:

- 1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on **Friday October 8, 2004** at the Missouri Energy Center located at 1659 East Elm Street in Jefferson City, Missouri. The conference will be located in the Conference Room at the Energy Center. The conference will begin at 10:30 A.M.
- 1.2.2 Offerors may also join a conference-call if unable to physically attend the conference. If interested in joining the conference call, the offeror should call 866-809-5704 at 10:30 A.M. on October 8th.
- 1.2.3 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.4 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

1.3 Background

- 1.3.1 The Missouri Department of Natural Resources' Energy Center has initiated a "Missouri Schools Going Solar (MSGs)" project to install grid-interconnected 1-kW photovoltaic arrays on approximately eight (8) K-12 schools within the Missouri AmerenUE electric territory. The Energy Center is managing this project on behalf of a partnership between AmerenUE and the Department of Natural Resources.
- 1.3.2 This Request for Proposal (RFP) solicits offers to provide photovoltaic systems including all system components (including a data acquisition component), system design and system installation. This RFP seeks a cost-effective, reliable and flexible method to allow students and teachers user-friendly access to detailed system performance data. The offeror must offer systems to each of the eight schools identified in Attachment One to this RFP.
- 1.3.3 The Energy Center has determined which schools will participate in the project. Eight schools have been chosen to participate for the 2004-2005 school year. Essentially, six are in the St. Louis metropolitan area, one is in Jefferson City, and one in Brookfield which is located 1.5 hours NW of Columbia. All participating schools are customers of AmerenUE electric service. **Additional information regarding each school and proposed method of installation is available in Attachment One, the School Profiles** document that is a PDF attachment to this

RFP. See the **School Profiles** document for addresses, site maps, photos, contact information for each school and relevant permitting authorities and a description of the proposed method of installation. Note that the **School Profiles** is a document constructed by The Energy Center to assist offerors in accurately proposing offers, and is not meant to provide every possible detail that may be useful.

- 1.3.4 Because this program is focused on education of communities, it is important that there be a mechanism for automatic collection of system performance data that is easily accessible via the Internet. Each school and the community at-large will benefit from accessing its individual system performance data as well as the performance data for other MSGS schools. If needed, each school will provide its own dedicated computer for capturing DAS data.
- 1.3.5 While elementary, middle, and high schools will participate in MSGS, the target grade level is 7th grade and therefore the classroom interface to the data should be appropriate for 7th graders. Ideally, the DAS would include information including kWh, voltages, currents, irradiance, ambient temperature, module temperature, array output power and inverter output power and provide this output in a format that is appropriate for 7th graders. See item 3.0 Data Acquisition System below for more details of the type of DAS that is being requested.
- 1.3.6 All installations under the contract will be associated with existing buildings rather than new construction. The proposed installation method for each school has been based on school requests and site visits by Missouri Energy Center engineers. Please see Attachment One for more detail.
- 1.3.7 The Energy Center would like to have installations begin in early December, 2004 and be completed by February, 2004. However, offerors should provide a realistic schedule for installation and testing based on the work, availability of solar modules, and weather.
- 1.3.8 For more background information, visit our Missouri Schools Going Solar Web pages found at www.dnr.mo.gov/energy.
- 1.3.9 For a list of renewable energy contractors that serve Missouri, the following may help:

Go to <http://www.dnr.mo.gov/oac/pub1292.pdf> which will take you directly to the PDF file. To see the DNR Web pages before viewing the PDF, go to <http://www.dnr.mo.gov/oac/pubs.htm#EnergyCenter> and then scroll down until you see the title "Missouri Renewable Resources Directory" which is a PDF file.

2. GENERAL CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.1.2 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Price:

REVISED BY AMENDMENT #001

- 2.2.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The contractor shall be paid installation costs provided that such costs are firm, fixed and specifically proposed in response to the Request for Proposal. Failure to propose costs for installation shall not relieve the contractor from his/her responsibility to install all items, and any related costs for installation shall be considered by both the contractor and the state to be included within the price stated in the contract.

2.3 Estimated Quantities:

- 2.3.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.4 Prices Must Be Lowest:

- 2.4.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

2.5 Payment Terms:

- 2.5.1 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.state.mo.us/STATUTES/STATUTES.HTM>.
- 2.5.2 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.5.3 Regarding payment for the system for The Principia, the contractor shall invoice and expect payment from AmerenUE. The state shall provide assistance and coordination between the contractor and AmerenUE regarding this aspect of invoicing and payment. Pricing for the system for the Principia shall be in accordance with specific pricing stated in the contract.

- 2.5.4 The other seven of eight schools shall be paid for by the state (if installed, see paragraph 3.2.1. herein). The contractor shall invoice the Department of Natural Resources for the other seven schools in accordance with pricing respective to each school stated in the contract. The state agency shall identify an appropriate invoice address for the other seven schools.

2.6 Contract Period:

- 2.6.1 The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. In the event not all school sites as determined by the state agency (see paragraph 3.2.1 herein) are installed within the contract period, the state reserves the right to amend the contract to extend the contract period until all installation is complete, not to exceed one (1) additional year or any portion thereof. In said event, all terms, conditions, and prices of the original contract shall remain the same.

2.7 Contractor Liability:

- 2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.7.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.8 Termination:

- 2.8.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.9 Subcontractors:

- 2.9.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and

cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must provide notice and obtain acknowledgement from the State of Missouri prior to changing subcontractors.

2.10 Surety Bond:

- 2.10.1 The contractor must furnish a bond guaranteeing payment of all labor, suppliers and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of RSMo Section 107.170. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The bond must be made payable to the State of Missouri in an amount equal to the total cost of all equipment, supplies and services provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise. The contract number and contract period must be specified in the bond. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal.

2.11 Prevailing Wage Requirements:

- 2.11.1 The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 11 Dated September 27, 2004 for St. Louis City, St. Louis County, Cole County, and St. Charles County. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on page 1.
- 2.11.2 For each renewal period, if any, exercised by the Division of Purchasing and Materials Management, the contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.
- 2.11.3 The contractor shall forfeit to the state agency ten dollars (\$10.00) for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (Section 290.250 RSMo).
- 2.11.4 In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in Section 290.210 through 290.340, RSMo and is advised to review the requirements carefully prior to beginning work. In addition, in the event a period of "excessive unemployment" is identified and announced by the Missouri Department of Labor and Industrial Relations, the contractor must assign personnel to provide services who meet the definition of "Missouri laborers" as defined in Chapter 290.550 RSMo.

- 2.11.5 The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.

2.12 Inventions, Patents, and Copyrights:

- 2.12.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 2.12.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- 2.12.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.13 Insurance:

- 2.13.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.14 Contractor Status:

- 2.14.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee

insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.15 Coordination:

- 2.15.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

3. SCOPE OF WORK

3.1 Project Management:

- 3.1.1 The Energy Center will provide overall management of this project and the contractor shall report to the Missouri Schools Going Solar (MSGs) Project Manager. The contractor shall assign one individual to serve as the Design and Installation Manager who shall be responsible for communications with the Missouri Schools Going Solar Project Manager.

3.2 Sites:

- 3.2.1 The contractor shall understand and agree that the state may not install all eight school sites, hence the state shall make no guarantee about the final total number of school sites the contractor shall install.

3.3 Design of Photovoltaic System

- 3.3.1 The contractor shall design a photovoltaic system that meets all of the requirements listed below and that can incorporate the options identified herein. The contractor shall provide an electrical diagram and mechanical detail for mounting, and provide component identification and specifications. The design shall be aesthetically pleasing and balanced in appearance as determined by the Project Manager. Data acquisition shall be integrated into this project. **Note that some permitting authorities require that a Missouri registered engineer seal and sign the design drawings.**

3.4 Installation of Photovoltaic System-

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- 3.4.1 The contractor shall install each photovoltaic system in accordance with local electrical and building codes and in a coordinated manner with the Energy Center and the school district. Where codes are not otherwise identified, the contractor shall meet the National Electric Code 2002 and the 2000 International Building Code (IBC). Refer to Revised Attachment One, the **School Profiles** for a description of permitting requirements and contact information for permitting authorities for each school. Revised Attachment One shall be incorporated into the contract by reference.

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- 3.4.2 The installation of all system components shall be the contractor's responsibility including the data acquisition system, system software, and system connection. It is the responsibility of the contractor to provide a turn-key installation of the solar arrays and the DAS. Neither the Energy Center nor the schools will provide Web-hosting for this project. The contractor shall arrange and provide for hosting the data by a third party and not on the school's Web site. The Energy Center will simply provide links to the third party host from the MSGS Web site. The schools will provide the Ethernet or phone connection to a host server.

ADDED BY AMENDMENT #001

- 3.4.3 Regarding each installation, the contractor shall be responsible for providing signage at the building's main supply disconnect that identifies that there is an interconnected photovoltaic system connected to the schools electrical system and that also identifies the location of the interconnected photovoltaic system.

3.5 Acceptance Testing Required

- 3.5.1 The contractor shall perform an Acceptance Test to verify that the array, inverter, balance of photovoltaic system, and the data acquisition system are functioning properly. Regarding each system installation, the system must be 100% operational for fifteen (15) days before the state agency accepts the system, and before payment will be made for that system. The contractor shall provide a minimum of 48-hours notice to the MSGS Project Manager before performing the Acceptance Test so that the Energy Center may arrange to be present for the test and verify the system's performance. The contractor shall conduct and document the Acceptance Test in the presence of the MSGS Project Manager or his/her representative. For each installation, the contractor shall provide a printed copy of the completed Acceptance Test along with any request for reimbursement. The Acceptance Test must include, at a minimum, measurement of short circuit current and open circuit voltage on each string of the array, utility voltage, system DC voltage and kW. The Acceptance Test must also include inverter operation and safety test procedures, and must also meet the AmerenUE's requirements for interconnection.
- 3.5.2 The Energy Center will coordinate with AmerenUE and the contractor to ensure that AmerenUE's requirements for interconnection are met. For questions about Ameren's interconnection requirements, contact Sam Dwyer at (314) 554-4952. The contractor shall install the system in accordance with the AmerenUE requirements and protocol that can be obtained at the Ameren Website at www.ameren.com and then click on "Environment" and scroll down to "Photovoltaic and Wind Systems." (http://www.ameren.com/Environment/ADC_EV_WindSystemsRequirements.asp)

3.6 Photovoltaic Array Requirements:

- 3.6.1 The array shall meet the PV Module Standards UL 1703 and IEEE 1262. IEC 61215 shall also be acceptable to replace IEEE 1262.
- 3.6.2 The array shall have a minimum rated (NEC 690.51) STC maximum power output of 1kW so that it meets the requirements of the Million Solar Roofs program.
- 3.6.3 The array shall have a minimum warranty of twenty (20) years from date of acceptance by the state agency.

3.7 Inverter Requirements:

- 3.7.1 The system inverters shall meet the requirements of IEEE 929 and UL 1741.
- 3.7.2 The system inverters shall be capable of grid interconnection to school electric supplies of various types, including both single and three phase supplies. The contractor may specify different inverters for different supply scenarios.
- 3.7.3 The system inverters shall have a minimum warranty of one (1) year from the date of state agency acceptance.

3.8 Mounting System

- 3.8.1 The Energy Center has visited each school and worked with the school to identify a proposed installation method. However, it is possible that a contractor may identify a better method of installation. The contractor shall coordinate with the state agency to identify the best mounting method for a site installation. The contractor shall understand and agree that the final mounting method for any site shall be determined at the sole discretion of the state agency.
- 3.8.2 For the purposes of the contract, the following definitions shall apply:
- a. Pole Mount: For pole mount, the mounting system must offer visual symmetry that so that the installation is aesthetically attractive. The primary support pole and mounting rack shall be provided. The mounting system shall be designed to withstand 35 pounds per square foot of wind forces and 70 mph winds. Note that some permitting authorities require wind load calculations for the mounting method.
 - b. Roof Mount: Roof mount may be ballasted or fixed mount. The contractor shall supply wind load and ballast weight calculations and shall work with the Energy Center and the school districts' designated personnel to ensure system does not compromise the building roofing system.
 - c. Wall Mount: An awning type mount shall be integrated into the existing architecture to the greatest extent practical. The contractor shall work with the Energy Center and the school districts' designated personnel to ensure the system does not compromise the building wall system.

3.9 Maintenance and Warranty of System

- 3.9.1 The contractor shall provide summary documentation for necessary and recommended maintenance of each system. This documentation will be used in a workshop to train school maintenance staff. The training workshop will be provided by the Energy Center.

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- a. The contractor shall warranty the inverter for one (1) year, and the photovoltaic (PV) modules for twenty (20) years (see paragraph 3.5.3 and 3.6.3 herein). The balance of the system shall be under warranty for one (1) year from the date of system acceptance, and shall cover system parts (e.g., wiring, switches, meters, etc.) and labor including workmanship as well as system installation. The contractor's warranty shall not extend to repair or replacement for damage due to weather.

3.10 Data Acquisition System

- 3.10.1 The contractor must agree to the following as a matter of intent: The Data Acquisition System (DAS) and classroom interface is considered a vital part of the MSGS project. The purpose of the DAS is to allow students and teachers to view the operating parameters of the system to learn about energy. The DAS will be used as an educational tool. These systems vary in complexity from the very simple to fairly sophisticated. The simplest is not adequate for the needs of MSGS, but there are several possibilities listed below for more sophisticated systems that would meet the needs of MSGS. The DAS must be able, at a minimum, to provide data as follows:
- a. Each school's data shall be accessible by other schools and the community at-large at a central Web site via internet access; if needed, each school will provide a dedicated computer to interface with the DAS;

The DAS **shall** measure and record the following data points:

- b. DC watts from the array;
- c. AC watts from the inverter;
- d. AC kWh, including cumulative data of Day, Month, Year, and Lifetime;
- e. Array temperature;
- f. Irradiance at the array;
- g. The DAS shall be capable of viewing data in graph and table formats;
- h. The DAS shall be capable of downloading data into text files;
- i. The DAS shall have a **user-friendly interface** based on application for 7th graders.

The DAS **may** have the following **optional but desirable** features:

- j. Real time data for use on the school's LAN;
- k. Outside temperature;
- l. DC current
- m. DC voltage
- n. AC current
- o. AC voltage

4. PROPOSAL SUBMISSION INFORMATION

4.1 Submission of Offers:

- 4.1.1 The offeror's response should include an original document, plus three (3) copies. An equal number of price lists and catalogs should also be submitted, including copies of product literature (e.g., brochures), if requested.
- 4.1.2 Each offeror's response should include a separate price for each school based on the proposed installation method.

4.2 American Made:

- 4.2.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.2.2 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- 4.2.3 If the offeror claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.2.4 In accordance with the Buy American Act, the offeror must provide proof of compliance with RSMo 34.353. Therefore the offeror should complete and return Exhibit C certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.
- 4.2.5 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the continental United States, the bidder **MUST** disclose such fact and provide details with the bid.

4.3 Evaluation:

- 4.3.1 After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the offers in accordance with the evaluation criteria stated below:

Cost	50%
Proposed Method of Performance.....	20%
Experience & Reliability.....	15%
Quality of Equipment, Materials, and Supplies.....	15%

- 4.3.2 After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

4.4 Offeror's Response to Evaluation Criteria:

REVISED BY AMENDMENT #001

- 4.4.1 Cost: The offeror must provide required pricing information on the RFP Pricing Page. The offeror must offer pricing *for each* of the eight named schools. The offeror must provide pricing for each school separately. The offeror shall itemize the pricing for the data acquisition system, the inverter, the photovoltaic array, and the balance of the system for each of the eight schools, although both shall be quoted as part of the total system price for the specific school. Straight labor time shall be proposed, taking into consideration the applicable prevailing wage rate. A total system price must be quoted for each school; the offeror must photocopy the "Required Equipment/Software" Pricing Page eight times and submit complete pricing for a system for each school. Cost will be evaluated objectively. A total cost will be computed using the pricing quoted for installing PV systems at all eight identified schools. The lowest responsive bid will receive maximum cost points; all others will be prorated on the basis of the lowest total price.
- The offeror's pricing for system installation shall be based on the method of installation for the school described in Attachment One. The offeror may propose alternate installation methods. The alternate proposal must be clearly labeled, described, and priced.
 - The offeror must clearly label the alternate method and associated alternate pricing. Alternates shall be evaluated with the installation/mounting methods described in Attachment One for the cost evaluation. Alternate proposals will also be evaluated in accordance with stated subjective evaluation criteria.
 - The offeror should price the optional features for the DAS listed in paragraph 3.10.1, items (j) through (o) on the Optional Equipment page herein.
- 4.4.2 Proposed Method of Performance: See Exhibit A. The offeror should complete Exhibit A and return it with the proposal. Among the considerations that will be reviewed when conducting this part of the evaluation are the following: those offerors deemed to have better equipment supply capabilities, better approaches to installation and equipment choice, and better turn-around on system installation as determined, in part, by the narrative provided on Exhibit A will receive more subjective points than offerors lacking similar capabilities.
- In addition to the above, the offeror should provide the following information:
 - A description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - A description of the economic impact returned to the State of Missouri through tax revenue obligations.

- 3) A description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
 - 4) If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the bid.
- 4.4.3 Offeror's Experience and Reliability: The offeror should complete Exhibit B return it with the proposal. The offeror should provide a list of at least three (3) current customers who have acquired and installed the proposed item/service from the offeror. The list should include the following: company name, contact name, contact's title, city and state, telephone number and area code, description of items/services, and the availability status if contact is requested by the evaluation team.
- 4.4.4 Quality of Equipment, Materials and Supplies: This aspect of the offeror's proposal will be evaluated subjectively. Specifically, the offeror should describe the components of the solar array system (e.g., the make and model of panels being offered, etc.) and the data acquisition system, specifically addressing how the software will interface with school systems, and what capabilities the data acquisition system possesses. In addition, manufacturer warranties, manufacturer information, preprinted product descriptions, etc., should be included to help evaluators develop a realistic and factual assessment of the products being offered.
- 4.4.5 There are several possible DAS that meet the required features and the optional features described herein. These include DAS provided by the companies listed below. It is recommended that offerors contact these companies to become familiar with the systems so that a robust DAS can be provided. This information shall not be construed as an endorsement of any products by the State of Missouri. The companies and their Web sites include, but are not limited to:
- a. Heliotronics (www.heliotronics.com)
 - b. Fronius (www.fronius.com/solar.electronics)
 - c. Fat Spaniel (www.fatspaniel.com)
 - d. CSG Services, Inc. (www.soltrex.com)
 - e. SMA (<http://www.sma-america.com/datasoft.html>)

4.5 Competitive Negotiation of Proposals:

- 4.5.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 4.5.2 Negotiations may be conducted in person, in writing, or by telephone.
- 4.5.3 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 4.5.4 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

- 4.5.5 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

4.6 Business Compliance:

- 4.6.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

ADDED BY AMENDMENT #001

4.7 Attachments:

- 4.7.1 The offeror is advised that attachments exist to this document which provide additional information and instruction. The offeror must contact the buyer of record as indicated on the front page of this document to obtain a copy of the attachments prior to submitting a proposal. It shall be the sole responsibility of the offeror to request the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.

Date of Award through One Year
FIRM FIXED PURCHASE PRICING
FOR
REQUIRED EQUIPMENT AND SOFTWARE FOR ONE SYSTEM AT A SPECIFIC SCHOOL
(SEE ATTACHMENT ONE FOR SPECIFIC SCHOOL SITES AND INSTALLATION METHODS)

ITEM NO.	ITEM DESCRIPTION Offerors shall itemize the data acquisition system components separate from the solar array system (e.g., panels, equipment, etc.) and also identify the following: SCHOOL NAME _ INSTALLATION METHOD: PER ATTACHMENT ONE: OR ALTERNATE METHOD (Offeror to describe) _	QTY.	PURCHASE PRICE		ADDITIONAL INSTALLATION CHARGE, IF ANY	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
GRAND TOTALS:			Line Item 001		Line Item 002	
			\$		\$	

Line Item 001 C/S Code: 29000 ENERGY COLLECTING EQUIPMENT AND ACCESSORIES: SOLAR
Total Purchase Price FOR ONE SYSTEM AT A SPECIFIC SCHOOL that includes all Equipment and Software

Line Item 002 C/S Code: 29000 ENERGY COLLECTING EQUIPMENT AND ACCESSORIES: SOLAR
Total Price for System Installation

Pursuant to the terms, conditions and specifications set forth in this Request for Proposal, I hereby quote the price(s) for items and services indicated above at a firm, fixed purchase price for the contract period and hereby grant the State of Missouri the right to add or delete the quoted items and services at the same price(s) indicated above at any time during the contract period. Unless quoted above, the contractor agrees that the State of Missouri shall not pay for any installation costs. Such cost shall be considered to be included in the firm, fixed purchase price.

**Date of Award through One Year
FIRM FIXED PURCHASE PRICING
For
OPTIONAL EQUIPMENT AND SOFTWARE**

[illegible]

Pursuant to the terms, conditions and specifications set forth in this Request for Proposal, I hereby quote the price(s) for items and services indicated above at a firm, fixed purchase price for the contract period and hereby grant the State of Missouri the right to add or delete the quoted items and services at the same price(s) indicated above at any time during the contract period. Unless quoted above, the contractor agrees that the State of Missouri shall not pay for any installation costs. Such cost shall be considered to be included in the firm, fixed purchase price.

Installation Start-Up:

The offeror should describe the length of time from when the plans for the installation are accepted, and the system installation is ordered by the state agency, until the start of actual delivery of materials to the work site and start-up of system installation:

Delivery of Items to Work Site: _____ days ARO (after order received from state)

Commencement of site installation: _____ days ARO

Installation Completion and Acceptance Testing:

The offeror should describe the length of time for completing the system installation and conducting the Acceptance Test for the installed system:

_____ days to complete the installation and to conduct the Acceptance Test.

Warranty:

The offeror must warranty the system for a period of one (1) year from the date of successful Acceptance Testing for the system. The warranty shall cover parts and labor. If the offeror can offer a longer warranty on the system or specified components, then state the length below:

Warranty on System: _____ (must be 1 year)

Warranty on Inverter: _____ (must be 1 year)

Warranty on Photovoltaic Cell: _____ (must be 20 years)

Warranty on Labor: _____

Employee Offeror/Conflict of Interest:

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General
Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in bidder's
organization held by state employee, General
Assembly member or statewide elected official: _____ %

MBE/WBE Certification: DELETED BY AMENDMENT #001

EXHIBIT A**PROPOSED METHOD OF PERFORMANCE**

School Site: _____ (offeror to identify)

Photocopy this form to provide information about all eight school sites. In describing the offeror's approach to performing the Scope of Work, the offeror should refer to paragraph numbers in the RFP that relate to the offeror's described orientation to performing the work (referencing also relevant text in Attachment One). In addition the offeror should specifically describe the materials, supplies, and equipment, by brand and model number as applicable that the offeror intends to use in providing the photovoltaic array and data acquisitions systems to the State of Missouri for the school programs. Be specific about the school the offeror is addressing. If an alternate installation/mounting method is offered for a particular school, then the offeror should address the benefits of the alternate method.

EXHIBIT B**PRIOR EXPERIENCE OF OFFEROR**

Photocopy this form to provide reference information for more than one reference

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in

detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.